

CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT (CCRCO)



REQUEST FOR PROPOSALS (RFP)

AMENDMENTS/UPDATES EFFECTIVE 10/15/2021

Contractor to provide Mechanical Mastication For The
Murphys-to-Forest Meadows WUI Fuelbreak Project, Four Units:

- (1) Forest Meadows West
- (2) Forest View
- (3) Mt. Davis-Crestview
- (4) Woodland

CAL FIRE Grant 5GG19147

Release Date: September 27, 2021

Site Visit/Pre-Bid Tour Proposers are encouraged to attend the pre-bid tour. The tour will take place on **Friday, October 8, 2021 at 8:00 AM**. Contact Jill Micheau at jillmicheau@gmail.com to RSVP for the tour. Meeting location is noted on the Pre-Bid Tour map included in this package.

Access to the jobsite is only through the Forest Meadows subdivision. Because of this, contractors will not be allowed to inspect the jobsite prior to the Pre-Bid Tour.

Closing Date: Proposals must be emailed no later than 6:00 pm on **October 26, 2021**. Email to: jillmicheau@gmail.com

Project Title: Murphys-to-Forest Meadows WUI Fuelbreak

Contact Person: Jill Micheau, Project Administrator
Calaveras County Resource Conservation District
Email: jillmicheau@gmail.com
Phone: 209-813-7019

INTRODUCTION

The Calaveras County Resource Conservation District (CCRCD) has received funding from CAL FIRE and the California Climate Initiative to create the Murphys-to-Forest Meadows WUI Fuelbreak. The proposed fuelbreak treatment will reduce the level of surface and ladder fuels, lower canopy bulk density, lower tree density, reduce the horizontal and vertical continuity of forest fuels, provide a high representation of larger diameter classes and reduce the threat of potential crown fires. The shaded fuelbreak treatment will remove ladder fuels and space the residual overstory to create stand conditions that will impede the movement of a wildfire and provide a strategic location from which dozer control lines can be easily cleared, backfires set, and where retardant drops can penetrate to the forest floor to stop the advance of a ground fire.

PROJECT LOCATION:

The project will create a shaded fuel break across the 4 contiguous units totaling approximately 760 acres. All four units are located on the south side of State Highway 4, west of Forest Meadows. The entire project is on private land, impacting approximately 80 private parcels, but no homes or structures. Please refer to the geo-referenced maps of the project areas included in this package.

Four Units – Total acres: ~760

ACTIVITIES AND TIMELINES

Activity	Date
Release of RFP	September 27, 2021
Pre-Bid Tour	October 8, 2021
UPDATES TO RFP RELEASED	October 15, 2021
Deadline for RFP responses	October 26, 2021, 6:00 PM
Review Committee evaluates proposals	October 27 – November 1, 2021
Notice of contract award (tentative)	November 10, 2021
Contract executed and Project Start Date (tentative)	November 15, 2021

SCOPE OF WORK

It is the intent of these specifications, terms and conditions to describe the services sought by the Calaveras County Resource Conservation District. The CCRCD intends to award two (2) contracts to the Proposers who best meet the CCRCD's requirements. Proposals will be evaluated for "best value" not "lowest price".

Proposed Action: The Proposed Action will reduce fuels throughout the treatment area by following the General Prescription below:

General Prescription for Fuel Treatment:

- All ground fuels will be masticated. This includes slash, logs, and other vegetative debris currently on the ground.

- All dead and dying trees—except for those specifically flagged for retention—will be felled and masticated, chipped, or otherwise disposed of.
- All brush will be masticated, except for that brush that is specifically flagged for retention. It is anticipated that within large brush fields, some small pockets of brush will be retained for wildlife habitat.
- Small trees of any species—including conifers and hardwoods- which are 12 inches DBH or less will be masticated to achieve an average target spacing for the residual trees of approximately 30-feet by 30-feet.
- Trees will be retained according to the following priority: Ponderosa pine, sugar pine, Douglas fir, white fir, black oak, incense cedar, gray pine, then other species, including live oak and madrone.
- Clumps or groups of Live Oaks will either be totally treated or totally retained. If the group is generally comprised of stems 12” or less in diameter, the entire group will be removed and treated, if consistent with the spacing guidelines. If the group is generally comprised of stems over 12” diameter, the entire group will be left.
- In large brush fields, where there are only isolated, scattered residual trees, these residual trees will be retained, regardless of size and/or species. If more than one species is present in groups, the above priority will be followed. Generally, conifers take precedent over hardwoods. Black oaks take precedent over live oaks.
- Residual trees will be pruned to a height of 10 feet, with the severed limbs and branches masticated.

RIGHT OF ENTRY

Signed “Right of Entry” forms have been obtained from each participating landowner for this work to be performed. This project will NOT include any fire safe clearance work required by Public Resources Code 4291 of Government Code 51182, which is the full responsibility of each private property owner. This includes all areas within 100 feet of any habitable structure.

DESCRIPTION OF PROJECT AREAS:

The perimeters of the treatment areas are flagged in PINK GLOW flagging. There are 3 Class III watercourses that extend into the project area: they have been centerline flagged. There are only a few other facilities that need protection on this project. These include a PG&E electrical transmission line that crosses the unit, two water tanks on the far southern portion of the project, several fences along the outside periphery of the project, and a handful of survey monuments, most of which have been located and flagged. Other areas to protect are listed later in this RFP.

The terrain is generally gently sloping with most slopes between 10 to 40%. Some project areas have slopes up to 50%. Some of these are associated with the Class III watercourses. These steep slopes will be treated to the best of the contractor's ability. **Handwork is anticipated to treat fuels on the steeper slopes in the Forest Meadows West and Mt. Davis-Crestview units.**

Vegetation types on the project area vary. The far western portion of the project includes dense, smaller conifer stands with intermixed brush. Portions of this project include an overstory of Ponderosa pine with a dense understory of brush, small conifers, and hardwoods. In some locations, oaks comprise the majority of the stand type. In several locations on the project area, pockets of large conifer mortality are evident. These dead trees will be cut and treated as part of this project. Some snags will be left for wildlife.

TREATMENT PLAN:

Treatment for all units includes the establishment of a shaded fuel break within the project area via mechanical mastication and handwork in specified areas of the Forest Meadows West and Mt. Davis-Crestview units. It is the Contractor's sole responsibility to assure safety during operations.

The following specifications are recommended for fuels treatment within the shaded fuel break:

SPECIFIC TREATMENT SPECIFICATIONS

- Fuels to be treated include the mastication of all ground fuels, the mastication of brush and small trees (up to 12" dbh for all tree species).
- The target residual spacing for both hardwoods and conifers is approximately 30-foot by 30-foot spacing.
- Trees within the treatment area shall be cut flush at the ground level and fuels shredded (chipped) and blown back as evenly as possible onto the treatment site.
- All dead and dying trees of any species and any size must be felled and treated, except some snags have been flagged for retention.
- Groups of live oaks growing from a common root crown will either be totally removed or totally left. There will be no partial removal of these groups. If the group is mostly comprised of stems more than 12" dbh, the group will be left. If the group is mostly comprised of stems 12" or less dbh, the entire group will be removed, if consistent with spacing guidelines.
- Limbs of remaining trees shall be pruned along the bole vertically at least 10 feet from the ground level. Limbs overhanging the road shall be treated (removed/chipped). These pruned limbs shall be cut flush with the tree bole. All pruned material will be chipped or masticated.

- Mastication requirements:
 - Seventy-five per cent (75%) of the vegetation treated by mechanical mastication shall be ground into shreds <36" in length and spread as evenly as possible to suppress the regrowth of brush.
- The maximum allowable mulch depth is 6". Mulch shall not be placed against residual trees, in watercourses, or in road drainage structures.
- Remaining stumps shall be <4" in height on the uphill side.
- Dangerous "punji sticks" are not allowed.
- Priority list for saving trees:
 - Ponderosa Pine
 - Sugar Pine, Douglas fir, White Fir
 - Black oak
 - Incense Cedar, Gray Pine
 - Others including madrone, live oaks
- Small trees under the canopy of larger trees will generally be always removed.

PROJECT RESTRICTIONS AND SPECIAL PROVISIONS

- Some work is conducted along roadways: traffic control will be required to warn vehicles of active fuels treatment operations; all traffic control and signs will be the responsibility of the Contractor and shall conform to Calaveras County requirements.
- All debris on public roads or on any private driveway needs to be removed. All paved roads, which includes public roads and private driveways, must be swept or blown at the end of each workday.
- Landscape vegetation and buffer areas between the properties may be retained depending on landowner preferences. Such retention designation will be noted with the use of plastic flagging.
- Avoid disturbing any refuse or debris that may be piled by landowners.
- Grasses and other low annuals will not be treated.
- Bear clover will not be treated
- Blackberries need to be treated
- Hazards within the project area include barbed wire fences, dogs, poison oak, power lines and vehicles.
- Cultural areas will be flagged prior to operations.
- Snags to be saved will be flagged.
- Wood-rat nests to be saved will be flagged.
- All cut and masticated vegetation will be kept within the unit boundaries. Any cut vegetation falling into ditches, roads, road banks, trails, or adjacent properties should immediately be removed.
- Equipment shall be cleaned before entering the Project area to prevent spread of noxious weeds and pathogens. Equipment should be free of leaks, in good operating condition, and have spark arrestors or turbochargers to prevent fires.
- No direct mobilization or transportation costs will be covered.
- Mobilization and crew access will be through Forest Meadows through the main gate, then via Crestview, Sandalwood, and Mt. Davis Drives. All crew vehicles will be required to check in at the Forest Meadows security post each day. Permits and/or fees for the mobilization of

equipment through Forest Meadows will be waived for this project by the Forest Meadows Owners Association. Contractor will take every measure possible to limit potential damage to Forest Meadows roads.

Parts of the project may also be accessed via Utica Powerhouse Road. There will be no access from Highway 4.

GENERAL PROVISIONS

- Treatment on steeper slopes will depend on contractor's ability to treat steep slope. ***This should be addressed in the bid.***
- There is possibility for work to start at 6:00 am but this on a case-by-case basis and after informing landowners.
- Fences dropped by contractor must be put back up.
- All damage to public or private property or facilities caused by the contractor will be repaired by the contractor at their own expense.
- No prevailing wage requirements on this job
- No Traffic Control Plan is required, but contractor must address traffic control when working next to public or private roads.
- Payments will be made on actual acres treated. Invoices can be submitted as needed but no more frequently than every 2 weeks
- Startup of operations: within 60 days of final signing of contract, which includes submission of current Certificates of Insurance and other contractual obligations. Exceptions will only be made with prior approval by the CCRCD.
- Fire Precautions:** For all operations associated with this project, the preferred operating season is outside of the CAL FIRE Declared Fire Season. The "Declared Fire Season" is when open burning is not permitted in any region and varies from county to county. It generally begins around May 1 of most years. Even outside of Declared Fire Season, there is a potential for operations fires to break out.

All contractor proposals must include a detailed, job-specific Fire Plan. This will include the following:

During operations outside of Declared Fire Season, the contractor must address fire prevention by the following:

1. Meeting the minimum fire tool requirements of the Public Resources Code.
2. Patrol the jobsite after the end of work, as required by the Forest Practice Rules. This includes provisions for immediate communications in the event of a fire.
3. Make provisions for a water trailer or water truck with fire pump to be on-site. The size, type, and capacity of this water truck or trailer must be stated, along with pump capability (PSI or gallons/minute), hose size and length and required accessories (e.g., gasoline for the engine, nozzles, etc). The contractor must describe where the fire trailer is located, and how this trailer will be moved, can it be brought into areas away from roads, etc.

4. State the size and types of fire extinguishers available on each piece of equipment. If the equipment is also outfitted with additional fire suppression capabilities, such as a “heavy equipment fire suppression system”, this needs to be stated and described.

During operations within Declared Fire Season, the contractor must address fire prevention by the following:

1. Meeting ALL requirements for work outside of Declared Fire Season (as listed above).
2. State specific operating restrictions during each day, such as an early start of operations in the morning, then shutting down early during critical heat periods in the afternoon.
3. Capabilities to determine which days are National Weather Service “Red Flag Days,” “Fire Weather Watch Days” or other high fire-danger days.

In addition to the above, the following mandatory fire restrictions apply:

1. On any Red Flag Day, no operations are allowed. This includes any equipment maintenance or repair that involves cutting with a torch, grinding, or welding.
2. On any Fire Weather Watch Day, operations are allowed only with prior approval from the CCRCDC.
3. On any other high fire-danger day, the CCRCDC will shut down operations at any time of the day when they determine that fire conditions are extreme.
4. The CCRCDC may mandate specific areas to work or not work on any given day. (For example, rocky areas may not be worked on hot, dry days. The contractor may also be required to masticate an outside work perimeter in the morning, then work within that perimeter for the rest of the day.)
5. Other operational restrictions may apply, including a total prolonged shut-down of the operation. If this is required, the CCRCDC will not be liable for any additional equipment mobilization costs incurred by the contractor.

FLAGGING COLORS

Pink Glow: Project Area

Orange Glow: Snags to retain (wrapped around trunk)

Orange Glow with O/W Striped STZ Flag: Cultural sites to protect

Orange Glow with O/W Striped STZ Flag: Protect woodrats nest

Blue with B/W Striped flag: Class III centerline (see map for specific delineation)

Identification of Protected Species or Other Critical Resources: With all environmentally sensitive areas, identification and avoidance during project implementation is important. If any sensitive resources are located during project implementation, the area shall be avoided until consultation with the appropriate agencies can review the situation. Known areas to be avoided/not treated will be designated prior to operations.

PROPOSAL PACKAGE REQUIREMENTS

PROPOSAL FORMAT

Proposals are to be straightforward, clear, concise, and responsive to the information requested. For proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit one original proposal in electronic format (Adobe pdf is preferred) via email to: jillmicheau@gmail.com, **no later than October 26, 2021 at 6:00 PM.**

A. PROPOSAL ELEMENTS

1. Cover Sheet to include:

- Title of Proposal
- Name and address of company
- Contact person, phone and email address

2. Qualifications and Experience

Provide an overview of your experience with similar projects and comparable work. Describe your experience coordinating with project managers, state agencies, and private landowners. Include information pertaining to licenses, permits, etc.

3. References

Include at least 3 references who can speak to your past performance and capability on similar projects. Include name, contact information, and location and description of relevant projects.

4. Approach

Provide a brief response that demonstrates an understanding of the fuels treatment plan for the project area that clearly describes your ability to meet the treatment objectives. This should include a statement to illustrate how the contractor will achieve the proposed actions. If planning to contract out for any services, identify which items and subcontractors.

5. Key Personnel

Provide a staff organization chart or list and identify the qualifications, roles, and responsibilities to be fulfilled by each staff member or subcontractor.

6. Equipment

List the equipment available for the project, describing capabilities and how the equipment will achieve treatment objectives.

7. Fire Plan

A detailed Fire Plan is required, as outlined above.

8. Cost Proposal

Provide a total project cost as well as a per-acre cost that covers all work and responsibilities described in the Project Description and Scope of Work.

Cost data is to be entered in the table on page 16.

9. Driving Record and Insurance

The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the CCRCD. The Contractor's insurance policies shall be placed with insurer(s) with acceptable Best's rating of A:VII. The Contractor shall provide notice to the CCRCD by registered mail thirty (30) days prior to cancellation or material change for all the following stated insurance policies:

- **Workers/Compensation Coverage** – Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- **General Liability Coverage** – Commercial general liability insurance with a minimum liability limit per occurrence of not less than one million dollars (\$1,000,000) per occurrence and not less than two million dollars (\$2,000,000) aggregate. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed in this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations, and broad form contractual.
- **Automobile Liability Insurance** -- with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired, and non-owned vehicles.

Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:

- The CCRCD, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("CCRCD additional insureds").
- This policy shall be considered and include a provision it is primary as respects the CCRCD additional insureds and shall not include any special limitations to coverage provided to the CCRCD additional insureds. Any insurance maintained by the CCRCD, including any self-insured retention of CCRCD, shall be considered excess insurance only and shall not contribute with it.
- This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- The insurer waives all rights of subrogation against the CCRCD additional insureds.
- Any failure to comply with reporting provision of the policies shall not affect coverage provided to the CCRCD additional insureds.

Deductibles and Self-Insured Retentions: Any deductibles for self-insured retentions must be declared to and approved by the CCRC. At the CCRC's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory to the CCRC, a new policy or endorsement shall be promptly obtained and evidence submitted to the CCRC for approval.

Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

Hold Harmless

Contractor shall indemnify, defend, save, protect and hold harmless the CCRC, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "CCRC") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse CCRC for any expenditures, including reasonable attorney's fees, the CCRC may make by reason of such matters and, if requested by CCRC, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the CCRC or any other person; provided, however, that Contractor shall not be required to indemnify CCRC for the proportion of Liability a court determines is attributable to the negligence of willful misconduct of the CCRC.

If such indemnification becomes necessary, Counsel for the CCRC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the CCRC. This indemnification clause shall survive the termination or expiration of this Agreement.

PROPOSAL PROCESS

A. SUBMITTAL OF PROPOSALS

Proposals must be sent as Adobe PDF documents via email to jillmicheau@gmail.com and **received no later than October 26, 2021 at 6:00 PM PST**. *Please include yourself as a recipient so that you will have an electronic record of your submittal.*

It is the sole responsibility of the proposer to deliver its proposal so that it is received by the time and date required. Any proposal received after the specified deadline cannot be considered and will not be accepted.

B. COSTS OF DEVELOPING PROPOSALS

Any and all costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by CCRCD, nor will grant funds be used for such reimbursement.

C. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all the specifications, terms, and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the CCRCD based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the CCRCD's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the CCRCD determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The CCRCD may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or CCRCD may waive such deficiency, whichever is most advantageous to the CCRCD.

D. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this solicitation, at the CCRCD's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The CCRCD reserves the right to negotiate modifications or revisions to any awarded contract.

E. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contract that best satisfies the CCRCD's requirements. The following describes the evaluation process and associated components.

1. Selection Process

- a) The CCRCD shall name, for the purpose of evaluating the proposals for this RFP, a Proposal Review Committee composed of representatives from the CCRCD. The CCRCD may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b) Proposal documentation requirements set forth in the RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

2. Evaluation Criteria and Scoring

- a) The Review Committee shall be responsible for performing the evaluations of each proposal. Best approach determination shall be the evaluation method used when considering criteria other than cost. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below.

A.	Completeness of Proposal	Pass/Fail
B.	Qualifications and Experience	40%
C.	Approach	30%
D.	Cost	30%
E.	Local Workforce – bidders with primary business addresses in the counties of Calaveras, Amador, or Tuolumne will be awarded 5 additional points.	+5 points

3. Award(s)

Up to four awards will be made to the qualified proposers whose proposals will be the most advantageous to the CCRCD, with price and all other factors considered. The CCRCD will negotiate with the highest ranked proposers to develop the scope of work and contract for mutual satisfaction.

If the CCRCD cannot successfully negotiate a contract with the highest ranked proposer(s), the CCRCD will terminate negotiations and begin negotiations with the next highest ranked proposer(s).

Proposers will receive emailed Award/Non-Award notification(s) which will include the name of the proposers to be awarded under this contract.

Proposers are advised that the CCRCD reserves the following prerogatives:

- To reject any or all proposals
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process, and

- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the CCRCD is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

F. OTHER REQUIREMENTS

In order to contract with the CCRCD, a proposer must meet the following requirements:

- Make available to the CCRCD its federal Tax Identification Number (TIN) or Social Security Number (SSN)
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the CCRCD
- Meet the requirements for audit of its expenditures if required in the above documents.

Non-Discrimination

The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

Protest/Appeal Process

The following procedure is provided in the event that a proposer wishes to protest the RFP evaluation and selection process or appeal the recommendation to award a contract for the Murphys-to-Forest Meadows WUI Fuel Break once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to CCRDC's office at 423 East St. Charles Street, San Andreas, CA 95249 or mailed to PO Box 1041, San Andreas, CA 95249, Attention: Jill Micheau.
- The protest must be submitted or postmarked before 6:00 PM on the 20th calendar day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a claim or legal proceedings.

Upon receipt of written protest/appeal, the CCRCD will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or

issue a written response to advise of an appeal/protest decision within 20 business days of receipt of the appeal/protest.

Public Records Access

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. ***It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act.*** To the extent that the CCRCD agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are completed.

CONTRACT INFORMATION

A. Sample Agreement

A sample professional services agreement using standard terms and conditions is included as an addendum to this RFP.

B. Term/Termination

The term of the initial contract awarded under this RFP will terminate on August 1, 2022, or the date all tasks are completed. By mutual agreement, this contract may be extended by up to three (3) sixty (60) day increments, under the following circumstances:

- The Contractor is unable to complete the required deliverables due to circumstances beyond Contractor's control such as inclement weather, lack of timely fund advances from CAL FIRE, or administrative delays on the part of responsible and trustee agencies.
- The CCRCD continues to need the services purchased under this RFP
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the CCRCD

The contract will be subject to termination by either party upon 30 days advance written notice of intent to terminate. The CCRCD may terminate the contract at any time, without written notice upon a material breach of contract by the Contractor.

The contract must terminate by March 15, 2024.

Funding Availability

It is mutually agreed that if the CAL FIRE budget for the current and/or any subsequent years covered by this agreement does not appropriate sufficient funds for the project, the Agreement shall be of no further force and effect. In this event, the CCRCD shall have no liability to pay any

funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provision of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

If funding for any fiscal year is reduced or deleted by the CAL FIRE budget for purposes of this project, the CCRCD shall have the option to either cancel this Agreement or to offer an Agreement amendment to Contractor to reflect the reduced amount.

COST PROPOSAL

Bids shall reflect costs for the project based on a “per acre” basis. Payments will be made on actual acres treated.

Note that the CCRCD intends to issue one to four contracts:

You may bid for any or all units. The expected outcome will be one to four contracts awarded to one to four bidders.

If you bid for 3+ units, please include information to support that you have enough staff and equipment to work on 2 units concurrently. CCRCD wants a minimum of two crews working on the project so that the majority of the work is completed prior to July 2022 (fire season).

In addition, please rank your preference for units by numbering them here, 1-4, with 1 being your most preferred unit and 4 being your least preferred unit:

Rank	Unit
	Unit 1: Forest Meadows West
	Unit 2: Forest View
	Unit 3: Mount Davis-Crestview
	Unit 4: Woodland

Unit	# Acres	\$/Acre	Total
Unit 1: Forest Meadows West	143	\$	\$
Unit 2: Forest View	263	\$	\$
Unit 3: Mount Davis-Crestview	206	\$	\$
Unit 4: Woodland	135	\$	\$
Total Acres:	747	TOTAL:	\$

If the above bids assume use of subcontractors, please provide information below:

PROPOSED USE OF SUBCONTRACTORS
Subcontractor:

What aspects of this task will subcontractor be responsible for?

Have you worked with this subcontractor before? If so, provide details.

ADDENDUMS

- All supporting materials can be obtained at this link:
<https://www.dropbox.com/sh/gmijo8cajgovjva/AADu9V7kQdB8gJENZ5euDWpKa?dl=0>
- Materials include:
 - This Amended RFP
 - Pre-bid tour meeting location map
 - Project maps
 - Sample Contract